

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
FAX (801) 538-3882
<http://purchasing.utah.gov>

Request for QuotationSolicitation Number: **BV4066**Due Date: **04/21/04**

Date Sent: April 7, 2004

Goods and services to be
purchased:

NEW COMBINATION CONCRETE COMPRESSION AND BEAM TESTING SYSTEM**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

**STATE OF UTAH
DIVISION OF PURCHASING &
GENERAL SERVICES**

Request for Quotation

Solicitation Number: BV4066

Due Date: 04/21/04

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EA.	PROVIDE A NEW COMBINATION CONCRETE COMPRESSION AND BEAM TESTING SYSTEM, PER THE ATTACHED SPECIFICATIONS. DELIVERY, INSTALLATION, SET UP, START-UP AND TRAINING MUST BE INCLUDED IN THE BID PRICE.	\$	\$
QUESTIONS ON SPECIFICATIONS CALL PAUL ROTTMANN AT (801) 965-4078. QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142. RX: 810 46000000139 COMMODITY CODE: 49090					

Ship To: DEPT OF TRANSPORTATION
REGION THREE
658 NORTH 1500 WEST
OREM UT 84057

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page.** (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will

do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

8. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as

amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov (Revision14 Mar 2003 - RFQ Instructions)

ATTACHMENT B: SPECIFICATIONS

UTAH DEPARTMENT OF TRANSPORTATION, REGION 3

UDOT PURCHASING AGENT: PAUL ROTTMANN

PHONE NO: (801) 965-4078

FAX NO: (801) 965-4073

CELL PHONE NO:(801) 231-8912

E-MAIL: prottmann@utah.gov

COMBINATION CONCRETE COMPRESSION AND BEAM TESTING SYSTEM

PUBLICATION

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid will result in a Purchase Order to the successful bidder(s).

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. Prototypes or Alpha / Beta test products are not acceptable. The supplier represents that all equipment offered under this specification shall be new. DISCONTINUED MODELS ARE NOT ACCEPTABLE. Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.
2. Supplier should submit the latest literature, in duplicate, the literature is for informational purposes only.
3. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
4. All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
5. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
6. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. Requests for exception(s) to this bid must be submitted, by fax or email, to the UDOT Purchasing Agent listed above, not later than five business days prior to the bid date. Addenda will be issued to all known bidders and posted on the Utah State Purchasing website, www.purchasing@utah.gov. Exceptions shall not be granted to requests made after this deadline.
8. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

9. Any example or Brand shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will not be accepted.

PART II: Specifications: Combination Testing System for Concrete Specimens and Beams

1. Compression Testing Machine Specifications

- a. CAPACITY: 2,500 to 300,000 lbs.
- b. Electrical Requirements: 110 ac volts @ 60 Hz
- c. Piston over-extension non-mechanical limit switch
- d. High-pressure safety valve.
- e. Solid fragment guard doors with replaceable Lexan inserts (not steal mesh) to allow observation during a test.
- f. Solid steel frame exceeds ACI 363R frame rigidity requirements by at least 37%, Frame should be slab sided frame not 4 posts or 4 angles.
- g. 2-piece removable lower platen assembly with wear plate.
- h. Piston protection flexible bellows: Accordion type.
- i. Maximum daylight: 19" vertical and 10" wide.
- j. Overall Dimensions: 30" wide x 16" deep x 64½" high
- k. Digital Control mount and Digital arm adjusts to eye level of operator and light source
- l. Writing shelf, document holder, and platen brush
- m. Removable front panel underneath the main frame for easy access to all components.
- n. Quick release transducer connector.
- o. Oil filtration system with replaceable spin on canister filter
- p. Oil drain valve
- q. Oil level and temperature gauges
- r. Removable front panel for easy access to all components
- s. ¾ HP Pump enclosed underneath the frame for dusty environments
- t. 6"x12" and 4"x 8" Cylinder Assemblies, included
- u. Lower Platen included
- v. Complete Bumper-to-Bumper 36-month warranty, extendable to 5 years
- w. Should include a heavy duty stand
- x. Include one set 4" retainers and 2 pairs 70 durometer pads

2. Specifications for BEAM TESTER:

- a. Must be ATTACHED TO THE MAIN FRAME and operated with the same pump, control valve and digital as the main machine)
- b. Capable to test center point as well as third point loading.
- c. CAPACITY: 30,000 lbs.
- d. LOAD RANGE: 300 lbs, - 30,000 lbs., 1.3 KN – 130 KN

- e. ACCURACY: + 0.5% of indicated load.
- f. OVERALL DIMENSIONS: 27" wide x 25" deep, 61" high.
- g. 36 months warranty bumper to bumper.
- h. Should include a heavy-duty stand.

3. Digital load monitor:

- a. Black and white, back lighted Liquid Crystal Display (LCD)
- b. Alpha numeric keypad
- c. Capable of displaying English and Metric units
- d. Display indicates load, stress, load rate, specimen area, date, time, memory register, and load vs. time graphical display
- e. Analyzes test data to calculate key test parameters (i.e. stress and Modulus of Rupture)
- f. Displays real time X-Y (load vs. time) plots on screen
- g. Capable of transferring data to remote computer (RS232) or printer (parallel port)
- h. Two channel input only.
- i. Operates in two languages English and Spanish.
- j. Capable to download to a computer, software to download to a PC should be included.

PART III: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

The supplier shall deliver, install, set up the equipment, and conduct a training session with employees. The price of delivery, installation, set up, start-up, and training shall be included in the bid price.

1. DELIVERY REQUIREMENTS

Delivery shall be as follows:

- a. Delivery must be on or before June 30, 2004. At State's option, a change in delivery may be granted, whichever is in State's best interest.
- b. Delivery shall be, at no additional charge, to 658 North 1500 West Orem, Utah 84057

2. TRAINING

- a. The Supplier shall provide the services of a competent, factory-trained, technician, thoroughly trained in the use and operation of the units offered to STATE.
- b. The Supplier shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and are ready for operation, but prior to payment.
- c. The instruction shall include a full demonstration of all units' functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations for workers.
- d. The supplier shall furnish a copy of the units manufacturer's approved lesson plan and/or operators' manual, for the instructional training required, within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

3. DOCUMENTATION

Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual and parts list for each unit.

4. ACCEPTANCE

- a. All equipment ordered with this solicitation will be subject to acceptance inspection and performance testing upon receipt.
- b. Acceptance inspection and performance testing will not take more than five working days after receipt of equipment and training are completed. The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- c. If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, and cost and handling.

5. PAYMENT

Invoices will not be approved for payment until all of the required parts, components, documentation and manuals have been received and the equipment has been accepted.